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6-6-03
14/Terminal
PATENT, disclaimer

S/N.09/614,375

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Thomas Beck Mason et al. Examiner: Jeffrey N. Zahn
 Serial No.: 09/614,375 Group Art Unit: 2828
 Filed: July 12, 2000 Docket: G&C 122.33-US-II
 Title: TUNABLE LASER SOURCE WITH INTEGRATED OPTICAL AMPLIFIER

CERTIFICATE OF MAILING OR TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being filed via facsimile transmission to the U.S. Patent and
 Trademark Office on May 27, 2003

By: [Signature]
 Name: George H. Garcia

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**TERMINAL DISCLAIMER TO OBVIATE
 A DOUBLE PATENTING REJECTION**

Agility Communications, Inc., a Delaware corporation, organized and existing under the laws of the State of Delaware, having its primary place of business at 600 Pine Avenue, Goleta, California 93117 in the State of California, represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 09/614,375, filed July 12, 2000 and entitled TUNABLE LASER SOURCE WITH INTEGRATED OPTICAL AMPLIFIER, by virtue of our assignment recorded at Reel 011366, Frame(s) 0706. Attached herewith is a Certificate Under 37 C.F.R. § 3.73(b) establishing Agility Communications, Inc.'s right as assignee to take action.

Agility Communications, Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term as presently shortened by any terminal disclaimer, of U.S. Patent Application Serial No(s). 09/614,224 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that it and U.S. Patent Application Serial No(s). 09/614,224 are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Agility Communications, Inc. does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of the United States Patent Application Serial No(s). 09/614,224, in the event that such issued patent: expires for failure

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See fee attached.
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to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certification, is reissued, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, as the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 5/27/03

By: [Signature]
Name: Ron Nelson
Title: President and CEO

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APPROVED

JUN 06 2003

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SPECIAL PROGRAM CENTER

[Signature]
SHARON S. HOPPE
PARALEGAL SPECIALIST
TECHNOLOGY CENTER 2800

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S/N 09/614,375

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Thomas Beck Mason et al.	Examiner:	Jeffrey N. Zahn
Serial No.:	09/614,375	Group Art Unit:	2828
Filed:	July 12, 2000	Docket:	G&C 122.33-US-II
Title:	TUNABLE LASER SOURCE WITH INTEGRATED OPTICAL AMPLIFIER		

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

AGILITY COMMUNICATIONS, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 600 Pine Avenue, Goleta, California 93117, certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of:

A chain of title from the inventor(s) of the patent application to the current assignee as shown below:

From: Thomas Beck Mason, Gregory A. Fish, and Larry A. Coldren

To: Agility Communications, Inc.

The document was recorded in the U.S. Patent and Trademark Office at Reel 011366, Frame 0706, for which a copy thereof is attached.

From: Agility Communications, Inc. **To:** Agility Communications, Inc.

The document was recorded in the U.S. Patent and Trademark Office at Reel 013131, Frame 0904, for a Change of Address of Assignee.

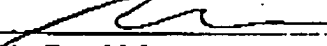
Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

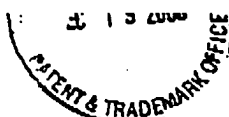
b

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, as the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 5/27/03

By: 
Name: Ron Nelson
Title: President and CEO





PTO/SB/15 (8-96)

Approved for use through 9/30/98. OMB 0651-0027

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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ASSIGNMENT OF APPLICATION

Docket Number 23444-710

Whereas, the undersigned:

1. MASON, Thomas Beck
Santa Barbara, CA
2. FISH, Gregory
Santa Barbara, CA
3. COLDREN, Larry
Santa Barbara, CA

hereinafter termed "Inventors", have invented certain new and useful improvements in

TUNABLE LASER SOURCE WITH INTEGRATED OPTICAL AMPLIFIER

- ☒ for which an application for United States Patent was filed on 07/12/2000, Application No. 09/614,375
☐ for which an application for a United States Patent was executed on , and

WHEREAS, Agility Communications, Inc., a corporation, having a place of business at 5385 Hollister Avenue, Suite 309, Santa Barbara, CA 93111, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 8/24/00
Thomas Beck MASONDate: 8/22/00
Gregory FISHDate: 8/22/00
Larry COLDREN

UNITED STATES
PATENT AND
TRADEMARK OFFICE

122-33US71

NOVEMBER 12, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
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GEORGE H. GATES
6701 CENTER DRIVE WEST, SUITE 1050
LOS ANGELES, CA 90045

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THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
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INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
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CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
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SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/30/2002

REEL/FRAME: 013131/0904
NUMBER OF PAGES: 2

BRIEF: CHANGE OF ADDRESS

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ASSIGNOR:
AGILITY COMMUNICATIONS, INC.MAY 27 2003
DOC DATE: 06/24/2002
TECHNOLOGY CENTER 2800ASSIGNEE:
AGILITY COMMUNICATIONS, INC.
600 PINE AVENUE
GOLETA, CALIFORNIA 93117SERIAL NUMBER: 09895848
PATENT NUMBER:FILING DATE: 06/29/2001
ISSUE DATE:SERIAL NUMBER: 09946775
PATENT NUMBER:FILING DATE: 09/04/2001
ISSUE DATE:SERIAL NUMBER: 09614195
PATENT NUMBER:FILING DATE: 07/12/2000
ISSUE DATE:SERIAL NUMBER: 09614224
PATENT NUMBER:FILING DATE: 07/12/2000
ISSUE DATE:

Gates & Cooper LLP

APPLICATION: 09/614,375

Re: Terminal Disclaimer:

RELATED APPLICATION(S) 09/6114,224,

_____, _____, HAS

(HAVE) NOT ISSUED AS OF 6-6-03.

09/614224

NOTICE of

Award

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